

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jacinto Bravo (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendants Richard and Janis DeBenedetto dba DeBenedetto Ag (“DeBenedetto Ag”), J&R DeBenedetto Orchards Inc. (“J&R”), and DeBenedetto Exports, Inc. (“DeBenedetto Exports”) (collectively “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Daniel J. Brown of Stansbury Brown Law, PC (“Class Counsel”). Defendants are represented by Gregory C. Simonian and Valerie S. Higgins of Casas Riley Simonian LLP.

Plaintiff filed a class action complaint (“Complaint”) against Defendants on September 28, 2021, in Madera County Superior Court, Case No. MCV086092, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) waiting time penalties; (5) wage statement violations; (6) unfair competition, (7) failure to reimburse necessary business expenses, and (8) failure to pay reporting time pay.

Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) on December 9, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) pursuant to Labor Code Sections 2698 *et seq.* As part of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Plaintiff will file a Second Amended Class and Representative Action Complaint (“SAC”) to (i) add Richard and Janis DeBenedetto dba DeBenedetto Ag as named defendants, (ii) allege factual allegations pertaining to Defendants’ alleged failure to include the value of bonuses in the regular rate of pay resulting in the underpayment of overtime wages to Settlement Class Members, and (iii) add a cause of action for rest period violations. These allegations will also be added to Plaintiff’s Cause of Action for PAGA penalties and will be included in a supplemental PAGA notice to California’s Labor & Workforce Development Agency. The Complaint, FAC, and SAC are referred to hereinafter as the “Lawsuit”.

On August 2, 2022, the Parties attended and participated in good faith, arms’ length settlement discussions at a mediation before experienced wage & hour mediator Justice Steven M. Vartabedian (Ret.). Prior to mediation, the Parties conducted significant investigation of the facts and law. This included review and analysis of Defendants’ policies and putative class members’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Lawsuit. As a result of the Parties thorough investigation of the allegations and defenses thereto, they were able to reach an agreement at the mediation after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

- A. **Settlement Class** – All current and former non-exempt employees of Defendants in California who worked at any time from September 28, 2017 to October 10, 2022 (“Class Period”), and who did not sign a separation agreement during the Class Period, including the Minimum Wage Class, the Overtime Wage Class, the Meal Period Class, the Rest Break Class, the Employee Expense Class, the Wage Statement Class, the Reporting Time Class, and the Waiting Time Class, as those Classes are defined in the operative Second Amended Class and Representative Action Complaint (“SAC”) (“Settlement Class” or “Settlement Class Members”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

- A. **Class Releases by Settlement Class Members.** All Settlement Class Members who have not opted out will release and discharge Defendants, their past and present officers, directors, shareholders, managers, employees, agents, principals, attorneys, insurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, related companies and related entities (the “Released Parties”) from all claims, demands, actions, rights, liabilities and causes of action that were pled in the to be filed Second Amended Complaint (“SAC”), including, (a) minimum wage violations (b) failure to pay all overtime wages; (c) meal period violations; (d) wage statement violations; (e) failure to reimburse; (f) waiting time penalties; (g) failure to pay reporting time pay; (h) rest period violations; (i) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled based on the factual allegations in the Second Amended Class and Representative Action Complaint (“SAC”) (collectively, the “Released Claims”) during the Class Period. For members of the Settlement Class who do not validly opt out, the release period shall extend to the Class Period.
- B. **PAGA Release by Aggrieved Employees.** Plaintiff and all current and former non-exempt employees of Defendants in California (“Aggrieved Employees”) who worked at any time between September 27, 2020 and October 10, 2022 (the “PAGA Period”) will fully release and discharge the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the to be filed SAC, the original letter to the LWDA dated September 27, 2021, and the to be submitted supplemental letter to the LWDA, which arose during the PAGA Period.
- C. **Plaintiff’s Release of Unknown Claims.** Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown,

under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

However, to the extent that either Party has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

- D. If Defendants fail to fully fund the Settlement as provided for by this Settlement, then the releases in this Settlement will be null and void.
- E. Amended Complaint: As part of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Plaintiff will file a Second Amended Class and Representative Action Complaint ("SAC") to (i) add Richard and Janis DeBenedetto dba DeBenedetto Ag as named defendants, (ii) allege factual allegations pertaining to Defendants' alleged failure to include the value of bonuses in the regular rate of pay resulting in the underpayment of overtime wages to Settlement Class Members and (iii) add a cause of action for rest period violations. These allegations shall also be added to Plaintiff's cause of action for PAGA penalties.
- F. Supplemental PAGA Notice: As part of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Plaintiff will submit a supplemental PAGA notice to California's Labor & Workforce Development Agency to (i) add Richard and Janis DeBenedetto dba DeBenedetto Ag as a named employer, (ii) allege factual allegations pertaining to Defendants' alleged failure to include the value of bonuses in the regular rate of pay resulting in the underpayment of overtime wages to Settlement Class Members and (iii) allege factual allegations pertaining to Defendants' alleged rest period violations.

3. Settlement Payment. In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay a common fund of Five Hundred Seventy-Five Thousand Dollars and Zero Cents (\$575,000.00) (the "Maximum Settlement Amount" or "MSA") in full and complete settlement of this matter, as follows:

- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) days of the date of Final Approval.
- B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

- (1) All payments to the Settlement Class;
 - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Twelve Thousand Two Hundred Fifty Dollars and Zero Cents (\$12,250.00).
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$191,666.67), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be payable to the Aggrieved Employees as the "PAGA Amount."
- C. Defendants' share of payroll taxes shall be paid by Defendants separate and apart from the Maximum Settlement Amount.
- D. **Escalator Clause.** Defendants represent that as of August 15, 2022, the Settlement Class worked approximately 9,000 combined pay periods during the Class Period. If the actual number of pay periods worked during the Class Period is ten percent (10%) more than 9,000 pay periods, then Defendants shall have the option to either: (i) increase the Maximum Settlement Amount on a pro-rata basis equal to the percentage that the actual pay periods are greater than 9,000 or as otherwise agreed to by the Parties; or (ii) agree that the Class Period and PAGA period shall only run through the date on which the number of pay periods reached is 9,000 (e.g., if the actual number of pay periods is 25% greater than 9,000, Defendants will increase the Maximum Settlement Amount by 25% or as otherwise agreed by the Parties).

4. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs, and the LWDA's share of the PAGA Amount. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. PAGA Amount: Each Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, shall receive a portion of the Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Net Settlement Fund that has been designated as the "PAGA Amount" proportionate to the number of pay periods that he or she worked during the PAGA Period.
- ii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Pay Periods (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible Pay Periods during the Class Period, and the denominator of which is the total Eligible Pay Periods of all participating Settlement Class Members during the Class Period.

An "Eligible Pay Period" shall be any pay period in which the Class Member worked at least one day during the pay period based on Defendants' records.

- C. Within ten (10) days following the full funding of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Individual Settlement Award amounts and mail Individual Settlement Awards to participating Settlement Class Members and transfer to Class Counsel its attorney's fees and verified costs.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty-five percent (25%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining seventy-five percent (75%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for

by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings.

- E. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the Settlement Administrator to Madera County Sheriff's Foundation, a 501(c)(3) non-profit located in Madera County, California. The Madera County Sheriff's Foundation's objectives are to promote civic engagement.
- F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Defendants will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be One Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$191,666.67), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payment constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume all responsibility for

remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement paid under this Settlement Agreement, and all liability associated therewith.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Twelve Thousand Two Hundred Fifty Dollars and Zero Cents (\$12,250.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Daniel J. Brown of Stansbury Brown Law, PC as Class Counsel;
- C. Appointing Jacinto Bravo as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice and Request for Exclusion Form), and directing the mailing of same in English and Spanish; and
- G. Scheduling a Final Approval hearing.
- H. Plaintiff shall submit the proposed settlement to the Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to Defendants' respective Counsel.
- I. If Final Approval is granted, Plaintiff shall submit a copy of the Superior Court's judgement after entry of the judgement or order, pursuant to Labor Code § 2699(1)(3). Proof of this submission will be provided to Defendants' respective Counsel.

9. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the total pay periods worked by each member of the Settlement Class during the Class Period.
- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have twenty (20) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply

with items (1)-(4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.

- F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel as well as filing them with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
- G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendants' records in order to calculate the Settlement Award, including the Settlement Class Member's number of Eligible Pay Periods during the Class Period, and the number of pay periods worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of Eligible Pay Periods and/or pay periods stated in their Notice Packet to challenge the data provided. In order to challenge Defendants' data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Eligible Pay Periods and or pay periods that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks and/or pay periods. Where the information submitted by Defendants from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the

addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants: Gregory C. Simonian, Esq.
Valerie S. Higgins, Esq.
CASAS RILEY SIMONIAN LLP
55 North 3rd St.
Campbell, CA 95008
gsimonian@legalteam.com
vhiggins@legalteam.com

if to Plaintiff: Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 9/8/2022

Jacinto Bravo
Plaintiff Jacinto Bravo

Date:

Name: _____
Defendant J&R DeBenedetto Orchards, Inc.

Date:

Name: _____
Defendant DeBenedetto Exports, Inc.

Date:

Richard DeBenedetto

Date:

Janis DeBenedetto

APPROVED AS TO FORM:

DATED:

CASAS RILEY SIMONIAN LLP

By: _____
Gregory C. Simonian
Attorneys for Defendants

DATED:

STANSBURY BROWN LAW, PC

By: DB
Daniel J. Brown
Attorneys for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

Date:

Plaintiff Jacinto Bravo

Date: 9-8-22

Name: Richard DeBenedetto

9-8-22

Defendant J&R DeBenedetto Orchards, Inc.

Date: 9-8-22

Name: Richard DeBenedetto

Date: 9-8-22

Defendant DeBenedetto Exports, Inc.

Date: 9-8-22

Richard DeBenedetto

Janis DeBenedetto

APPROVED AS TO FORM:

DATED: 9/9/22

CASAS RILEY SIMONIAN LLP

By: _____
Gregory C. Simonian
Attorneys for Defendants

DATED:

STANSBURY BROWN LAW, PC

By: _____
Daniel J. Brown
Attorneys for Plaintiff